



RENTERS' RIGHTS

(A.R.S. §§ 33-1301-1381)

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WHAT RIGHTS DO YOU HAVE IF PROPERTY THAT YOU ARE RENTING JEOPARDIZES YOUR HEALTH AND SAFETY?

The Arizona Landlord Tenant Act encourages landlords and tenants to maintain and improve the quality of housing. This set of laws documents the rights, obligations, and remedies available to each party of a landlord-tenant relationship. As a general example, Landlords must comply with all of the building codes affecting the health and safety of the residents, and tenants must timely pay their rent and maintain the property in a reasonable condition. While health and safety codes differ from town to town, typical violations include broken stairs, exposed live wires, or leaking roofs.

You have the right to an apartment that is fit and habitable. If the apartment or common areas of the apartment complex are kept in a dangerous condition or are unsafe or unfit, the landlord must fix the problem in a timely fashion. Broken windows, doors that will not lock, and a rodent infestation are examples of problems that the Landlord must be immediately address.

You have a right to common areas that are safe and clean. A common area of an apartment complex is a place that all tenants can use and must share, and generally include a common hall, lounge, outdoor courtyard, pool, laundry room or any place shared by all tenants.

You have the right to amenities that are in good working order. The landlord is obligated to keep electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other amenities in good working order.

You have the right to adequate trash service. The landlord must provide you with appropriate trash cans or dumpsters and assure that trash is timely removed so that it does not contribute to a pest infestation and/or a health hazard.

You have the right to running water and reasonable amounts of hot water at all times. You have the right to a working air conditioner, if provided for in your rental agreement, or if installed by the landlord, even if the rental agreement is silent on the subject.

You have the right to a signed copy of your lease and the name and address of the property owner and manager. You also have the right to notice that property leased or rented is subject to foreclosure.

You have the right to the early termination of your lease agreement as provided within the Service Member's Civil Relief Act, and if you are a victim of domestic violence as defined under Arizona law, A.R.S. Section 13-3601.

WHAT YOU CAN DO IF A LANDLORD VIOLATES YOUR RIGHTS?

If the landlord materially violates your rights or provisions of your rental agreement, you may terminate the lease and vacate the premises under Arizona law. Provide written notice to the landlord indicating he/she has breached the rental agreement. If the problem is not remedied within 10 days from when the landlord receives notice, you may terminate the lease approximately 14 days from when the landlord received notice.

If the problem with the apartment makes it unsafe or materially affects the health and safety of the residents, you may demand the problem be fixed within 5 days of the landlord's receipt of notice. If the problem is not remedied within 10 days of notice, you are free to terminate the rental agreement and vacate the premises. If the landlord corrects the problem within the specified time limit then the rental agreement will not terminate. If the lease terminates due to the landlord's fault, your security deposit must be returned to you. Additionally, you may sue for damages, or even obtain an injunction against your landlord if he/she violates the law.

WHAT IF THE LANDLORD COMMITS A MAJOR BREACH, SUCH AS FAILURE TO PROVIDE HEAT, WATER OR A/C?

If the landlord fails to supply a/c, heat, running water, hot water or other essential services in violation of your rental agreement, send the landlord a termination of lease notice or move out temporarily until the problem is corrected. Provide the landlord written notice of the problem and ask him/her to fix it. If you wait a reasonable time for the problem to be fixed and the landlord fails to fix it, you have two options other than those discussed above:

First, you may vacate the premises until the problem is repaired. The rent will be abated (reduced) and you do not have to pay rent until the problem is corrected. If the substitute housing is more expensive than your lease, you may recover up to 25% of your monthly rent, per month, to cover the extra costs incurred. If the landlord is depriving you of these services on purpose, the rent is abated and you may recover from your landlord up to 100% of your monthly rent, per month, for extra costs incurred.

Second, you may continue to live in the premises and pay rent. You may then sue the landlord for the difference between the rental price and the fair rental value of the premises without the missing service. **You cannot simply stop paying rent.** However, if you are able to purchase the service for yourself, you may deduct its fair cost from the monthly rent provided you notify the landlord you are doing so. You may also join a group of tenants in paying your landlord's delinquent utility bill and deduct that amount from your rent.

WHAT IF THE LANDLORD FAILS TO CORRECT A MINOR PROBLEM?

If the landlord fails to make necessary repairs and the problem can be remedied for under \$300 or half the monthly rent, whichever is greater, you may hire a licensed contractor to make repairs. Notify the landlord of the problem(s) in writing and demand he/she correct them or you will correct the problems at his/her cost. If he/she fails to repair it within 10 days of notice, or less in the case of an emergency, you may have a licensed contractor make the repair. Pay the contractor and obtain both an itemized statement and a waiver of lien. Provide a copy to the landlord with your next monthly rent check. Deduct the cost of the repairs from the rent check. This provision does not apply if you or one of your guests caused the damage.

WHAT IF THE LANDLORD REFUSES TO RETURN YOUR SECURITY DEPOSIT AFTER YOU VACATE THE PREMISES?

The landlord cannot ask for more than one and a half month's rent as a security deposit. When you move in, the landlord must give you a signed copy of the lease, a form recording any damages to the property, and a written notice that you may be present at the move out inspection. Within 14 days of vacation of the premises, the landlord must provide you an itemized list of any damages for which he/she believes you are responsible. The landlord must also return the balance of your security deposit. If a cleaning deposit exists which is non-refundable, the rental agreement must specify as such. If the landlord fails to refund your security deposit or *refundable* cleaning fee within the 14 day period, you may sue him/her for the amount wrongly withheld. You may also claim damages, if merited, at twice the amount withheld.

WHAT TO DO IF YOU LANDLORD RETALIATES AGAINST YOU FOR COMPLAINTS?

A landlord cannot retaliate against a tenant by increasing rent or decreasing services or by brings or threatening to bring an action for possession if any of the following circumstances has taken place:

- (1) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety.
- (2) The tenant has complained to the landlord of a violation under section 33-1324 or complaints made that the landlord has failed to maintain fit premises for rent.
- (3) The tenant has organized or become a member of a tenants' union or similar organization.
- (4) The tenant has complained to a governmental agency charged with the responsibility for enforcement of the wage-price stabilization act.

If you believe that your landlord has unlawfully retaliated against you in accordance with this section, contact 56 FW/JA for an appointment as you may be entitled to a remedy as a result of landlord misconduct.

WHAT IF YOUR LANDLORD IS GOING THROUGH FORECLOSURE?

Effective 30 July 2008 if you or your dependent is forced to move by reason of a foreclosure action against your landlord a short distance move is authorized. Additionally you have rights available under the Service Member's Civil Relief Act (SCRA). Regardless of who owns the home (your original landlord, a new owner, or the bank) you cannot be evicted under SCRA absent a court order.

RESOURCES

- Further information about Arizona Landlord/Tenant Law and applicable resources are available on the Arizona Superior Court, Maricopa County website.
<http://www.superiorcourt.maricopa.gov/lawlibrary/docs/pdf/guides/landlordtenant.pdf>
- A complete copy of the Arizona Residential Landlord & Tenant Act is available at
http://www.azsos.gov/public_services/Publications/Residential_Landlord_Tenant_Act/Residential.pdf

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